

DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124) between CCS and the Agency, dated 06/09/2021.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

ORDER:

Order Number:	Con_4812
From:	The Department for Energy Security and Net Zero ("The Client")
To:	23 RED Limited ("The Agency")

Order Start Date:	6 September 2023
Order Expiry Date:	3 September 2025 End date of maximum extension period: 3 September 2027
Order Initial Period:	2 years
Order Optional Extension Period:	The Client reserves the right to extend the contract by two (2) optional extension periods of one (1) year each.

Goods or Services required:	Set out in Section 2 (Services offered) and refined by: <ul style="list-style-type: none">the Client's Statement of Requirements attached at Annex Athe Agency's Proposal attached at Annex B; andthe Agency's pricing schedule at Annex C
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Key Staff:	<div></div> <div></div> <div></div>
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	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The payments will be made in line with the agreed pricing schedule in Annex C. All rates are inclusive of expenses and exclusive of VAT.</p> <p>There is no guarantee of volume or spend through the contract. The contract ceiling is £2,500,000 over the initial two-year contract period and £1,000,000 for each optional extension period.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>The Agency will respond to each brief issued by the Client during the contract in writing, including a firm price in line with the Contract day rates, which include all expenses.</p> <p>The Client will issue a Purchase Order to correspond with the value of the agreed brief.</p>
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Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: £1,000,000.
Additional Insurance Requirements	In line with the Contract Terms and Conditions.
Client billing address for invoicing:	Invoices should be sent, quoting a valid purchase order number (PO Number) to: [REDACTED] [REDACTED]
Special Terms	Not applicable.

For and on behalf of the Agency:		For and on behalf of The Department for Energy Security and Net Zero:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]
[REDACTED]			

PROGRESS REPORT FREQUENCY

Status reports should be provided/updated 24 hours before the weekly meeting.

PROGRESS MEETING FREQUENCY

Weekly status reports on an agreed date during live projects. Once a month, the meeting should include a brief discussion on progress against KPIs and risks.

Quarterly Business Review on an agreed schedule.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's Commercial proposal, including rate card

SOCIAL VALUE COMMITMENT

As per Supplier's tender submission (Call-Off Schedule 4 of this contract)

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

SERVICE CREDIT CAP

Not used.

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6124*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)*
 - *Order Schedules for con_4812*
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *Order Schedule 5 (Pricing Details)*
 - *Order Schedule 7 (Key Supplier Staff)*
 - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Order Schedule 9 (Security)*

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- *Order Schedule 10 (Exit Management)*
 - *Order Schedule 13 (Implementation Plan and Testing)*
 - *Order Schedule 14 (Service Levels)*
 - *Order Schedule 15 (Order Contract Management)*
 - *Order Schedule 18 (Background Checks)*
 - *Order Schedule 20 (Order Specification)*
4. CCS Core Terms
 5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
 6. *Order Schedule 4 (Proposal)* as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.



ANNEX B

Requirement

Introduction and summary of requirements

The Communications team for the Department for Energy Security & Net Zero is looking to appoint a partnerships marketing agency via the Communications Marketplace DPS.

The agency will support the department in developing in-kind and paid partnerships, PR and influencer strategies and evaluation across its marketing campaigns and programmes, including engagement with prospective partners, management of partner relationships and creation of related products/collateral as briefed by the DESNZ team.

Background

The Department runs a range of marketing campaigns targeting consumers and businesses across topics including energy saving tips and schemes.

Recent energy-related marketing campaigns include 'It All Adds Up', 'Help for Households' and 'Make saving energy your business'. These campaigns encourage consumers and businesses to take simple steps to reduce their energy consumption or invest in measures that will allow them to do so over time – contributing to the

government's overarching goal of reducing energy demand by 15% by 2030.

The agency will be required to develop and provide support on:

- Partnership strategy and planning
- Partner outreach and relationship management
- Partnerships marketing evaluation including outcome-based measures
- PR and influencer opportunities
- Design and provide creative executions of joint partner collateral on an ad-hoc basis

The appointed agency will work closely with the marketing team within the communications directorate at the Department for Energy Security and Net Zero, with a day-to-day relationship with the team's Partnership Marketing Campaign Lead and the Senior PR and Partnerships Manager.

Aims and Objectives

The appointed agency will support the Department's partnership marketing activity, providing opportunities that complement paid marketing strategies and channels.

The appointed agency will:

- Deliver creative and innovative partnerships to support the department's agenda
- Deliver partnerships as part of campaigns and programmes aimed towards a range of consumer and business audiences
- Develop partnerships for campaigns and programmes that span the whole of the UK
- Take a robust approach to partner identification and management, with intelligent negotiation around sensitive issues and an eye for potential areas of conflict

This will include, but is not limited to:

- Promoting DESNZ recommendations and schemes in partners' promotional channels
- Embedding DESNZ recommendations and schemes in partner-owned tools/operations/conversations

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- Securing supportive influencers with relevance, reach and influence to amplify campaign messages.

Campaigns are likely to include, but not exclusive to:

- **It all adds up** Supporting households to reduce their energy bills and usage,
- **Making saving energy your business:** Helping to raise awareness of financial support from HMG and supporting UK SMEs to reduce their energy consumption,
- **Invest to Save:** Promoting investment in energy-efficient improvements for homes that can reduce your carbon footprint, save money and add value to a home.

Individual marketing campaign objectives are likely to include:

- Increasing awareness of a set of recommendations or schemes
- Driving intention to act on a set of recommendations
- Driving applications for/uptake of schemes where applicable

Methodology and outputs required

- develop strategies for long term partnerships as well as more reactive issue-led campaigns
- manage one-off and multi partner programmes
- implement and leverage existing and new partner activity, developing partner toolkits/assets and delivering events and innovative digital solutions
- design, prioritise and manage partner acquisition and retention programmes
- co-create innovative content to reach target audiences both on and offline. Partner collateral created must meet government standards on digital accessibility
- work with influencers, media owners and partners to generate content and programming
- monitor, track and evaluate partnership programmes through both quantitative and qualitative measures, as well as provide regular reporting via templates / dashboards at regular intervals as agreed at the outset of each project
- have flexible capability and capacity, keeping up to date with fast moving events and working closely with the client day-to-day and at senior level
- have access to expertise to develop and execute digital and public relations activity including content and delivery if required
- have access to expertise to develop and execute educational specialist communications activity.
- Have robust project management and finance accounting practices to ensure timely delivery of key project deliverables and tracking against project budgets.

The agency will be required to work effectively with several different agencies and Department for Energy Security and Net Zero communications disciplines to:

- Alert wider agency group upstream at the planning stage to maximise value of partnership opportunities and ensure all are aligned on deadlines and deliverables
- Ensure that all content generated fits with wider creative strategy and is delivered directly to media owners in a timely and efficient manner
- Ensure evaluation metrics and campaign learnings feed into wider reporting, monitoring and optimisation.

Timetable

The contract is expected to start on 6 September 2023 and run for two years, until 3 September 2025. The contract will include two optional one-year extension periods.

Working Arrangements

The Department will brief the Agency using a pre-agreed Client Brief Template.

The contract will have an allocated Department for Energy Security and Net Zero Contract Manager, who will be responsible for the management of the contract. This will include the monitoring of KPIs, reporting and escalation of issues.

Ways of working to include:

- Weekly status calls with a working level contact during live projects, to enable us to keep on track with partner plans
- Status reports should be provided/updated 24 hours before the weekly meeting.
- Once a month, the meeting should include a brief discussion on progress against KPIs and any potential risks.
- Senior level quarterly meeting to discuss performance. KPIs should be reported on by the agency a week before the quarterly meeting.

Where appropriate the agency may be required to formulate a combined response to brief or campaign evaluation with other specialist agencies used by the department

(e.g., creative, planning and evaluation or digital agencies).

4. Key performance indicators

The winning supplier will comply with the following KPIs and service levels, which will be monitored regularly and discussed at quarterly meetings.

The format/templates used to measure the KPIs are to be agreed with the winning supplier at the kick off meeting.

Partnerships objectives will be agreed by DESNZ and the agency at the briefing stage of each project, in addition to the below quality measures:

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KPI/SLA	Service Area	KPI/SLA description	Target
1	Account Management	Status reports to be submitted	Weekly
2	Service Delivery	Production: Responsiveness and delivery against overall brief	2 weeks for response to brief, 1 week response in cases of high urgency
3	Performance	Testing: campaign optimised based on ongoing feedback and testing	Targets and frequency to be agreed at briefing stage
4	Outputs	Social reach and website metrics: Quality of partners and effectiveness of partner prioritisation – partner reach, relevance and outputs Minimum ROI of 3:1	Targets and frequency to be agreed at briefing stage Partner ROI of 3:1
5	Performance	Performance against previous content and campaigns e.g. engagement rates and partner take up.	Targets and frequency to be agreed at briefing stage
6	Performance	Set attitudinal measures	pre and post campaign activity
7	Social Value	Provide an annual report on social value measures outlined in the bid tender	Annually

5. Price and payments

This contract does not provide any commitment of spend and is based on expected usage only.

The contract ceiling is £2,500,000 across the two-year initial contract period and up to £1,000,000 for each optional one-year extension period. There is no commitment to spend in any year.

The current predicted spend for each year is:

Year 1: £1,000,000

Year 2: £1,250,000

The Department's target is to pay all approved invoices within a maximum period of 10 days.

6. Data Protection

The Contractor will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this Invitation to Tender. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Contractor is authorised to do is set out here by BEIS, "the Authority" and may not be determined by the Contractor.

Processing, Personal Data and Data Subjects

(1) The contact details of the Authority's Data Protection Officer are:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Contractor's Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: **[To be completed by the Contractor]**

(3) The Contractor shall comply with any further written instructions with respect to processing by the Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	<p>The processing is needed to ensure that the Contractor can effectively deliver the contract for partnership services.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the Contract, and to undertake contract and performance management. The processing of names and business contact details of key agency staff for other relevant agency contracts held by the Department may also be necessary for collaboration to deliver the services under the contract.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>

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Duration of the processing	Processing will take place from 1 September 2023 for the duration of the Contract and securely destroyed or transferred back to DESNZ at the end of the contract. The Contract will end on 31 August 2025 but may be extended until 31 August 2026 and further until 31 August 2027.
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>Processing takes place for the purposes of facilitating contract delivery and business interactions between the Supplier, Authority and third-party Agencies where required.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. The processing of names and business contact details of key agency staff for other relevant agency contracts held by the Department may also be necessary for collaboration to deliver the services under the contract.</p>
Type of Personal Data	<p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. The processing of names and business contact details of key agency staff for other relevant agency contracts held by the Department may also be necessary for collaboration to deliver the services under the contract.</p>
Categories of Data Subject	<p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p> <p>Key Staff of third-party agencies contracted to work with the Authority, where these are necessary to facilitate collaboration between agencies.</p>

Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>
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13. Cyber Security

In line with [HM Government's Cyber Essentials Scheme](#), the Contractor will hold valid Cyber Essentials Plus certification with a commitment to be fully compliant 31st December 2023.

It will be at the Authority sole discretion to decide whether the evidence provided is sufficient or not.

Fortnightly updates should be sent to the Contract manager, starting from when the contract is signed.

Evidence of renewal of certification must then be provided to the Authority on each anniversary of the first applicable certificate obtained by the Contractor for the duration of the Contract. In the event the Contractor fails to comply, the Authority reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Contractor already holds ISO27001 accreditation, no further Cyber Essentials certification will be necessary provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.